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\$13
14742-6

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

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(202) 393-2266

OF COUNSEL
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

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TELEFAX
(202) 393-2156

May 26, 1989

RECORDATION NO. 14742 FILED 1423

MAY 26 1989 -12 30 PM

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are an original and two photocopies of an Amended and Restated UCC Security Agreement dated April 30, 1989 (to be effective October 1, 1988), a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to UCC Security Agreement Inventory (Limited Ability to Lease) dated March 1, 1985, which was duly filed and recorded on July 26, 1985 at 2:35 p.m. under Recordation Number 14742.

The names and addresses of the parties to the enclosed document are:

Secured Party: Westinghouse Credit Corporation
P.O. Box 819070
Dallas, Texas 75381

Debtor: Inman Service Company, Inc.
115 North Main Street
Baytown, Texas 77520

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit "A" attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

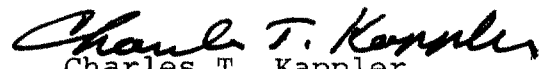
Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
May 26, 1989
Page Two

Kindly return stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amended and Restated UCC Security Agreement dated April 30, 1989 covering railroad locomotives.

Very truly yours,


Charles T. Kappler

Enclosures

EXHIBIT "A"
LOCOMOTIVES PLEDGED TO WESTINGHOUSE
(AS OF APRIL 30, 1989)

<u>LOCOMOTIVE ROAD NO.</u>	<u>SERIAL NO.</u>	<u>PRESENT LOCATION</u>
129	4002-5	Amoco Chocolate Bayou - Alvin, TX
135	6182-3	Monsanto Chocolate Bayou - Alvin, TX
137	6182-4	Ferruzzi Grain - Belle Chase, TX
146	6182-13	Phillips 66 - Pasadena, TX
149	6182-16	Paktank - Deer Park, TX
159	4098-6	Chevron - Baytown, TX
160	4098-7	Mobay Chemical - Baytown, TX
168	4098-15	Cain Chemical - Bay City, TX
174	4098-21	Rohm and Haas - Deer Park, TX
177	4098-24	CF Industries - Donaldsonville, LA
187	4098-34	Simpson Paper - Pasadena, TX
904	E1132-3	Empak - Deer Park, TX
905	E1132-4	Dravo Basic Materials - Galena Park, TX
907	6346-2	Intercontinental Terminals - Deer Park, TX
1216	4114-4	CF Industries - Donaldsonville, LA
1236	6288-24	Exxon Chemical - Baton Rouge, LA

14748-8
RECORDATION NO. FILED 1988

AMENDED AND RESTATED
UCC SECURITY AGREEMENT

MAY 26 1989 -12 30 PM
INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT is made and entered into by and between WESTINGHOUSE CREDIT CORPORATION, hereinafter called "WCC", and INMAN SERVICE COMPANY, INC., a Texas corporation, hereinafter called "Debtor".

W I T N E S S E T H:

WHEREAS, prior to the date hereof, Debtor has executed and delivered to WCC that certain UCC Security Agreement-Inventory (Limited Ability to lease) dated March 1, 1985, covering, among other collateral, certain locomotives owned by Debtor, as security for all present and future obligations of Debtor to WCC, which has been subsequently amended by that certain First Amendment to UCC Security Agreement - Inventory (Limited Ability to Lease) dated December 18, 1986 to be effective November 5, 1986, and that certain Modification and Reinstatement Agreement dated December 18, 1986 to be effective November 5, 1986 (the "Modification") (collectively the "Security Agreement"); and

WHEREAS, Debtor and WCC have entered into an agreement to modify and restructure the obligations of Debtor to WCC and the terms of the Security Agreement as embodied in the Fourth Amended Plan of Reorganization as modified, confirmed by the Court on August 16, 1988, in the case of In re Inman Service Company, Inc., Case No. 87-06664-H3-11, pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Plan of Reorganization"); and

WHEREAS, Debtor and WCC have agreed to amend and restate the Security Agreement to evidence their respective rights and obligations pursuant to the terms of the Plan of Reorganization;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by WCC to Debtor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the premises, Debtor and WCC hereby covenant and agree as follows:

1. Secured Indebtedness.

This Agreement is made to secure and enforce the payment and performance of all debts, obligations and liabilities of every kind and character of Debtor now or hereafter existing in favor of WCC whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether payable to WCC or to a third party and subsequently acquired by WCC and whether such debts,

obligations and liabilities are evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise, it being contemplated that Debtor may hereafter become indebted to WCC in further sum or sums, and all modifications, renewals or extensions of or substitutions for, any of the foregoing, including but not limited to, the indebtedness evidenced by that certain promissory note (the "WCC Restructured Note") dated effective as of October 1, 1988, in the principal amount of \$806,186.49 executed by Debtor and payable to the order of WCC. All such indebtedness is hereinafter sometimes called the "Secured Indebtedness".

2. Security Interest in Existing Collateral.

In order to secure the prompt and unconditional payment of the Secured Indebtedness and the performance of the obligations, covenants, agreements and undertakings of Debtor herein described, Debtor hereby grants to WCC a security interest in the following types (or items) of property now owned or hereafter acquired by Debtor and all accessions or substitutions therefor and all products or proceeds thereof:

A. All equipment listed on Exhibit "A" attached hereto, whether held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business and all accessions and appurtenances thereto, and all renewals or replacements of or substitutions of any of the foregoing (the "Equipment") and all accounts, chattel paper and general intangibles for any of the foregoing;

B. All leases, rents, profits, revenues, income or other benefits derived from the Equipment, inclusive of the locomotive lease portion of any rail car switching agreement between Debtor and its customers and including, without limitation, cash or securities deposited pursuant to leases to secure performance by lessees of their obligations thereunder;

C. All leases covering any of the Equipment, whether written or verbal, now existing or hereafter made, and all renewals, extensions, amendments and modifications thereof, including without limitation the leases identified on Exhibit "B" attached hereto; and

D. All proceeds arising from or by virtue of the sale or the disposition of any of the foregoing;

hereinafter collectively called the "Existing Collateral".

3. Security Interest in Additional Collateral.

Debtor hereby covenants, agrees and promises to, and does hereby grant to WCC a security interest in the following items of property to be acquired by Debtor in the future:

A. Eight (8) additional locomotives (hereinafter collectively called the "Eight Additional Locomotives" and singly called an "Additional Locomotive") and all accessions and appurtenances thereto, and all renewals or replacements of or substitutions of any of the foregoing and all accounts, chattel paper and general intangibles for any of the foregoing;

B. All leases, rents, profits, revenues, income or other benefits derived from the Eight Locomotives, including the locomotive lease portion of any rail car switching agreement between Debtor and its customers and, without limitation, cash or securities deposited pursuant to leases to secure performance by lessees of their obligations thereunder;

C. All leases covering any of the Eight Locomotives, whether written or verbal, now existing or hereafter made, and all renewals, extensions, amendments and modifications thereof; and

D. All proceeds arising from or by virtue of the sale or the disposition of any of the foregoing;

hereinafter called the "Additional Collateral". The Existing Collateral and the Additional Collateral are hereinafter collectively called the "Collateral".

4. Acquisition Schedule for Additional Collateral.

Debtor agrees to acquire the Eight Locomotives according to the following schedule (the "Acquisition Schedule"):

- 1) The first (1st) Additional Locomotive shall be acquired on March 15, 1989;
- 2) The second (2nd) Additional Locomotive shall be acquired on August 15, 1989;
- 3) The third (3rd) Additional Locomotive shall be acquired on January 15, 1990;
- 4) The fourth (4th) Additional Locomotive shall be acquired on June 15, 1990;

- 5) The fifth (5th) Additional Locomotive shall be acquired on November 15, 1990;
- 6) The sixth (6th) Additional Locomotive shall be acquired on April 15, 1991;
- 7) The seventh (7th) Additional Locomotive shall be acquired on September 15, 1991; and
- 8) The eighth (8th) Additional Locomotive shall be acquired on February 15, 1992.

Within fifteen (15) days of the date on which the Debtor tenders an additional locomotive, Debtor shall provide WCC with proof that the cost for the purchase of such Additional Locomotive plus refurbishment done to such date is equal to or exceeds FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, or in the alternative, Debtor will present an appraisal to WCC showing the value of such Additional Locomotive to be at least FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS. The appraisal shall be conducted by John Gann, 10251 W. 96th Place, Overland Park, Kansas 66212, except that the appraisal of McCaddon Enterprises, Inc., 3218 Carmel Valley Dr., Missouri City, Texas 77459 shall be accepted for the First Locomotive.

Debtor shall execute and deliver to WCC any and all documents presented by WCC to perfect a first and prior security interest in favor of WCC to the Additional Locomotive within five (5) days after receipt of the documents from WCC. If an Additional Locomotive is not acquired according to the deadlines set forth in the Acquisition Schedule, then the Debtor shall notify WCC immediately when an Additional Locomotive is acquired and execute said documents within five (5) days after receipt of the documents from WCC. Within thirty (30) days after the execution of the documents and receipt from WCC of evidence of perfection of its interest, Debtor shall deliver to WCC an opinion letter from any attorney showing that there are no other liens on such Additional Locomotive.

In the event Debtor is unable to show that the cost of each of the Eight Additional Locomotives is equal to or exceeds FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS or that the appraised value of each of the Eight Additional Locomotives is equal to or exceeds FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, then Debtor shall pay to WCC an amount equal to the difference between FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS and the cost or appraised value of each of the Eight Additional Locomotives. Such payment shall be due and payable on the date(s) set forth in the Acquisition Schedule and shall be applied to the principal balance of the

WCC Restructured Note, without effecting the payment schedule contained in the Note.

In the event Debtor fails to purchase Additional Locomotives by the deadlines set forth in the Acquisition Schedule, Debtor agrees to pay to WCC the following amounts (the "Additional Payments") on the following dates in lieu of each Additional Locomotive:

1. In lieu of the first (1st) Additional Locomotive, Debtor agrees to pay WCC \$8,000.00 per month on the fifteenth (15th) day of each month for five (5) consecutive months, said payments commencing on March 15, 1989 and ending on July 15, 1989, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the first Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.
2. For the second (2nd) Additional Locomotive, Debtor agrees to pay WCC \$8,000.00 per month for (3) consecutive months commencing on August 15, 1989 and ending on October 15, 1989 and \$6,000.00 per month for two (2) months commencing on November 15, 1989 and ending on December 15, 1989, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the second Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.
3. For the third (3rd) Additional Locomotive, Debtor agrees to pay WCC \$6,000.00 per month for five (5) consecutive months, said payments commencing on January 15, 1990 and ending on May 15, 1990, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the third Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.
4. For the fourth (4th) Additional Locomotive, Debtor agrees to pay WCC \$6,000.00 per month for five (5) consecutive months, said payments commencing on June 15, 1990 and ending on October 15, 1990, unless

during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the fourth Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.

5. For the fifth (5th) Additional Locomotive, Debtor agrees to pay WCC \$3,000.00 per month for five (5) consecutive months, said payments commencing on November 15, 1990 and ending on March 15, 1991, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the fifth (5th) Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.
6. For the sixth (6th) Additional Locomotive, Debtor agrees to pay WCC \$3,000.00 per month for five (5) consecutive months, said payments commencing on April 15, 1991 and ending on August 15, 1991, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the sixth (6th) Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.
7. For the seventh (7th) Additional Locomotive, Debtor agrees to pay WCC \$3,000.00 per month for five (5) consecutive months, said payments commencing on September 15, 1991 and ending on January 15, 1992, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the seventh (7th) Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.
8. For the eighth (8th) Additional Locomotive, Debtor agrees to pay WCC \$3,000.00 per month for five (5) consecutive months, said payments commencing on February 15, 1992 and ending on June 15, 1992, unless during the five (5) month period, Debtor acquires an Additional Locomotive and notifies WCC as required by this paragraph four (4). In that event, no more payments will accrue for the eighth

(8th) Additional Locomotive. The cost or appraised value required to be shown by the Debtor shall be \$40,000.00 less the amount of any payments made.

All Additional Payments shall be credited to the principal balance of the WCC Restructured Note. These Additional Payments will not effect the payment schedule in the Promissory Note. The Additional Payments shall not be cumulative and shall represent the maximum additional sums which must be paid by Debtor during any one (1) calendar month as a result of Debtor's failure to acquire any of the Eight Additional Locomotives.

The Eight Locomotives shall comply with FRA standards.

5. Debtor's Representations and Warranties.

Debtor represents, warrants and covenants that all locomotives which are part of the Collateral do and shall comply with FRA standards; that all information, reports, statements and other data furnished by Debtor to WCC, contemporaneously with or subsequent to the execution of this Agreement or in connection with the Secured Indebtedness are and shall be true, correct and complete and do not and will not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; that Debtor is the lawful owner of good and marketable title to the Collateral and has good right and authority to grant a security interest in the Collateral; that the Collateral is free and clear from all security interests and encumbrances except the security interest evidenced hereby, the rights of any local taxing authorities and the rights of the Internal Revenue Service; that the Collateral and the intended use thereof by Debtor comply with all applicable laws, rules and regulations; that the Collateral is free from damage caused by fire or other casualty; that this Agreement constitutes the legal, valid and binding obligation of Debtor enforceable against Debtor in accordance with its terms; that the execution, delivery and performance of this Agreement does not and will not contravene or violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect and applicable to Debtor or result in a breach of or constitute a default (with or without the giving of notice or the lapse of time or both) under any indenture or any loan, credit or other agreement to which Debtor is a party or by which Debtor may be bound or affected; that the execution, delivery and performance of this Agreement does not require the consent or approval of any person, including, without limitation, any regulatory body or governmental authority; and that Debtor will warrant and forever defend the title to the Collateral and its proceeds

against the claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, except the claims set forth herein.

6. Notification to Lessees.

In the event of a default by the Debtor as set forth in paragraph 8 of this agreement, which remains uncured for a period of thirty (30) days after receipt by Debtor of written notice thereof, Debtor authorizes WCC to notify each lessee under any of the leases which are a part of the Collateral to pay directly to WCC (1) rental payments or (2) if the lease which is part of the collateral is combined with a contract between the Debtor and its customers for rail car switching services other than the lease of the locomotive, that portion of each account payable which represents the rental payment pursuant to the lease. Debtor waives all right to claim damage by reason of such notification.

7. Debtor's Covenants and Agreements.

So long as the indebtedness secured hereby or any part thereof remains unpaid, Debtor covenants and agrees with WCC as follows:

a. Debtor shall make prompt payment, as the same becomes due, of all of the Secured Indebtedness in accordance with the terms and provisions of the agreements evidencing such indebtedness.

b. Debtor will continuously maintain Debtor's corporate existence.

c. Debtor will use its best efforts to cause the Collateral to be maintained and operated in a good and workmanlike manner and in accordance with all applicable laws and rules, regulations and orders promulgated by all duly constituted authorities. Debtor will not use, or allow the use of, the Collateral in any manner which constitutes a public or private nuisance or which makes void, voidable or cancellable, or increases the premium of, any insurance then in force with respect thereto. Other than regular use, Debtor will not do or suffer to be done any act whereby the value of any part of the Collateral may be lessened. Upon reasonable notice, Debtor will allow WCC or its authorized representative to inspect the Collateral and Debtor's books and records pertaining thereto and Debtor will assist WCC or said representative in whatever way necessary to make such inspection. If

Debtor receives notice from any federal, state or other governmental entity that the Collateral is not in compliance with any applicable law, rule, regulation or order, Debtor will promptly furnish a copy of such notice to WCC.

d. Debtor will cause all debts and liabilities of any character, including without limitation all debts and liabilities for labor, material and equipment, incurred in the installation, maintenance and operation of the Collateral to be promptly paid.

e. Debtor will cause to be paid prior to delinquency all taxes, charges, liens and assessments hereafter levied or assessed against the Collateral, or any part thereof, or against WCC for or on account of the indebtedness secured hereby or the interest created by this Agreement, and will furnish WCC upon demand with receipts or other satisfactory evidence showing either payment of such taxes and assessments or that such taxes and assessments have been protested by the Debtor.

f. Debtor will keep the Collateral in good order, repair and operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made, and will not allow the Collateral to be misused, abused or wasted, or to deteriorate, except for the ordinary wear and tear of its intended primary use. Debtor will promptly replace all worn-out or obsolete fixtures or personal property covered by this Agreement with fixtures or personal property comparable to the replaced fixtures or personal property when new.

g. Debtor will keep the Collateral insured in an amount equal to the full insurable value thereof against loss or damage by fire, theft, collision and other hazards as may be reasonably required by WCC by policies of fire, extended coverage and other insurance in such company or companies, in such amounts, upon such terms and provisions, and with such endorsement, all as may be reasonably acceptable to WCC. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to WCC. All policies of insurance shall provide for ten (10) days written minimum cancellation notice to WCC. No such policies shall be payable to any party other than WCC and Debtor. Debtor shall furnish WCC with

certificates or other evidence satisfactory to WCC of compliance with the foregoing insurance provisions. Duplicate originals of all policies, verifications, binders and cover notes covering any of the Collateral shall be delivered to WCC upon demand. WCC may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral. WCC may apply any proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

h. Debtor will, on request of WCC, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof; (ii) execute and acknowledge such further instruments (including, without limitation, further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments, and to subject to the security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the then Collateral; and (iii) execute and acknowledge any document or instrument (including specifically any financing statement) deemed advisable by WCC to protect the security interest hereunder against the rights or interests of third persons.

i. Debtor shall account fully and faithfully for and, if WCC so elects, shall promptly pay or turn over to WCC the proceeds in whatever form received from disposition in any manner of any of the Collateral, except as otherwise specifically authorized herein. Debtor shall at all times keep the Collateral and its proceeds separate and distinct from other property of Debtor and shall keep accurate and complete records of the Collateral and its proceeds.

j. Debtor shall furnish WCC all such information as WCC may reasonably request with respect to the Collateral.

k. So long as Debtor is not in default on any obligation to WCC, Debtor may not sell, but may lease the Equipment to certain lessees as evidenced by Locomotive Leases assigned to WCC in the ordinary course of business but may not otherwise part with possession of or encumber any item of the Collateral without WCC's prior written consent.

l. Promptly after each item of Equipment is leased, Debtor will deliver the original lease document to WCC or will immediately stamp on the lease account card, "PLEDGED TO WESTINGHOUSE CREDIT CORPORATION." WCC will have no duties under any lease regardless of the wording of any document.

m. Debtor will promptly notify WCC of any change in the location of each item of the Collateral that differs from the location specified in any lease of any of the Collateral.

8. Defaults and Remedies.

In the event of (a) default in the timely payment or performance of any of the obligations or of any covenant or liability contained or referred to in any note or notes evidencing any of the secured Indebtedness; (b) loss, theft, destruction, sale or encumbrance of or to the Collateral; (c) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of Debtor or the Collateral, an assignment for the benefit of creditors by Debtor or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor; (d) any default under the terms hereof; or (e) if for reasonable cause WCC deems itself insecure, and if such event, condition or default remains uncured for a period of thirty (30) days after receipt by Debtor of a written notice thereof, then WCC shall have the right and option, at any time after the end of that thirty (30) day period, and without further notice, to exercise all remedies available under the Uniform Commercial Code as in effect in the jurisdiction where enforcement is sought. Debtor agrees to pay reasonable attorney fees and legal expenses incurred by WCC after default in enforcing this agreement. To the extent not prohibited by law, Debtor waives all valuation and exemption laws sufficient to cover all of his obligations to WCC. Five (5) days' written notice of public sale date or date after which private sale may occur shall be reasonable notice. WCC will not be chargeable with responsibility for the accuracy or validity of any document or for the existence of value of any Collateral.

9. Miscellaneous.

Time is of the essence of Debtor's duties but WCC's failure to insist upon strict compliance with this agreement shall not be deemed a waiver of any of WCC's rights. As further assurance of this, Debtor agrees to waive any claim or defense that might be or become available to it under Section 1-201 (3), Section 1-201 (11) or Section 1-205 of the Uniform Commercial Code as in effect in the jurisdiction where the Collateral is kept. Debtor will sign all papers necessary to evidence and perfect the security interests granted.

10. Termination Statement.

Upon payment in full and after receiving Debtor's written request, WCC shall have twenty (20) working days in which to furnish any legally-required termination statement.

11. Modification.

This agreement is an integrated writing and cannot be changed by conduct or spoken words, but only by a writing signed by the party to be charged. No modification of this agreement shall be valid unless confirmed in writing by a representative of WCC who has actual authority to approve such modification.

12. Termination.

This agreement shall bind successors in interest of each party and shall continue until terminated by thirty (30) days' written notice to each non-terminating party but such termination shall not change rights that have accrued prior to the effective date of termination stated in the notice.

Debtor ACKNOWLEDGES RECEIPT OF A COPY OF THIS SECURITY AGREEMENT.

EXECUTED on this 30 day of APRIL, 1989, to be effective October 1, 1988.

DEBTOR:

INMAN SERVICE COMPANY, INC.

By: R. C. Inman
R. C. Inman, President

WCC:

WESTINGHOUSE CREDIT CORPORATION

By: William G. Wahl
Name: WILLIAM G. WAHL
Title: DIVISION PORTFOLIO MANAGER

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

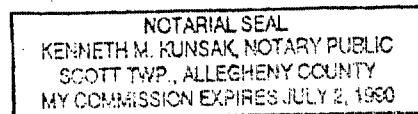
This instrument was acknowledged before me on the
30 day of April, 1989, by R. C. Inman, President
of INMAN SERVICE COMPANY, INC., a Texas corporation, on behalf
of said Corporation.

Deborah L. Moody
Name: Deborah L. Moody
Notary Public, State of Texas
My Commission Expires: 5/4/91

THE STATE OF PENNSYLVANIA §
§
COUNTY OF Allegheny §

This instrument was acknowledged before me on the
17th day of MAY, 1989, by William G. Wahl,
Division Manager of WESTINGHOUSE CREDIT CORPORATION, a
corporation, on behalf of said Corporation.

Kenneth M. Kunsak
Name: KENNETH M. KUNSAK
Notary Public, State of PENNSYLVANIA
My Commission Expires: JULY 2, 1990



Member, Pennsylvania Association of Notaries

EXHIBIT "A"
LOCOMOTIVES PLEDGED TO WESTINGHOUSE
(AS OF APRIL 30, 1989)

<u>LOCOMOTIVE ROAD NO.</u>	<u>SERIAL NO.</u>	<u>PRESENT LOCATION</u>
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1216	4114-4	CF Industries - Donaldsonville, LA
1236	6288-24	Exxon Chemical - Baton Rouge, LA

EXHIBIT "B"
LOCOMOTIVE LEASE REVENUES PLEDGED TO WESTINGHOUSE
(AS OF APRIL 30, 1989)

<u>NAME OF LESSEE</u>	<u>ADDRESS</u>	<u>LEASE TERM</u>
Amoco	Chocolate Bayou, TX	Month-to-Month
Monsanto Chemical	Chocolate Bayou, TX	8-15-88 to 8-14-89
Ferruzzi Grain	Belle Chase, LA	7-15-88 to 7-15-89
Phillips 66	Pasadena, TX	6-84 to 6-30-90
Paktank	Deer Park, TX	1-84 to 6-30-89
Chevron USA	Baytown, TX	5-01-85 to 7-31-87 (month-to-month)
Mobay Chemical	Baytown, TX	7-17-85 to 2-28-89 (month-to-month)
Cain Chemical	Bay City, TX	3-01-88 to 3-01-90
Rohm and Haas	Deer Park, TX	6-01-86 to 5-31-90
CF Industries	Donaldsonville, LA	Month-to-Month
Simpson Paper	Pasadena, TX	3-84 to 9-01-89
Empak	Deer Park, TX	3-84 to 12-31-89
Intercont'l Terminal	Deer Park, TX	12-84 to 12-28-90
Dravo Basic Material	Galena Park, TX	Month-to-Month